



Legislation Details (With Text)

File #: 2019-0438
Type: Consent Calendar Item **Status:** Passed
File created: 3/22/2019 **In control:** Human Resources
On agenda: 4/16/2019 **Final action:** 4/16/2019
Title: Anne Keck, Keck Law Offices - Fourth Amendment to Legal Services Agreement
Sponsors: Human Resources, County Counsel
Indexes:
Attachments: 1. Summary Report, 2. 4th Amendment

Date	Ver.	Action By	Action	Result
4/16/2019	1	Board of Supervisors	Approved as recommended	Pass

To: Sonoma County Board of Supervisors
Department or Agency Name(s): County Counsel and Human Resources
Staff Name and Phone Number: Debbie Latham (707) 565-3101 Janell Crane (707) 565-2885
Vote Requirement: 4/5th
Supervisory District(s): All

Title:
Anne Keck, Keck Law Offices - Fourth Amendment to Legal Services Agreement

Recommended Actions:

Authorize County Counsel to execute a Fourth Amendment to the agreement for legal services with Anne Keck of the Keck Law Offices, for tort defense legal services, to provide for an increase of \$100,000 to the contract amount for a new not to exceed amount of \$350,000, and extending the contract term to February 28, 2021. (4/5th Vote Required)

Executive Summary:

Board Resolution No. 85-2577 delegates' responsibility for the oversight and management of civil litigation to County Counsel in consultation with the Risk Manager (Human Resources Department), with both departments sharing responsibility for the coordination and oversight of the work performed by outside counsel. Ms. Keck was initially retained in 2014 to provide specialized legal services to the County on selected cases due to her unique expertise and experience. This Fourth Amendment to the Legal Services Agreement with Anne Keck of the Keck Law Offices, increases the contract maximum limit an additional \$100,000, and extends the term of the contract through February 28, 2021, with a total not-to-exceed amount of \$350,000.

Discussion:

On August 4, 2014, County Counsel and HR-Risk Management, retained Anne Keck of the Keck Law Offices to provide specific legal services in connection with the following litigation matters: *Mateos-Sandoval, et. al. v.*

County of Sonoma, et al., USDC Northern District of California, Case Number: CV-11-5817 TEH (NC) (“Mateos-Sandoval”); and, *Flynn v. County of Sonoma*, Sonoma County Superior Court Case No. SCV-255708, based on her unique expertise and prior experience related to these matters. The Flynn case was dismissed by the Court and the County prevailed on the appeal.

Because the Mateos-Sandoval case is in the appellate phase which requires complicated briefing and defense work, Ms. Keck continues to represent the County. Thus, it is necessary to extend the term of the agreement another two years through February 28, 2021, and to increase the maximum contract amount to \$350,000.

Prior Board Actions:

February 10, 2015 - First Amendment to Legal Services Agreement

September 15, 2015 - Second Amendment to Legal Services Agreement

January 10, 2017 - Third Amendment to Legal Services Agreement

FISCAL SUMMARY

Expenditures	FY 18-19 Adopted	FY19-20 Projected	FY 20-21 Projected
Budgeted Expenses	50,000	25,000	25,000
Additional Appropriation Requested			
Total Expenditures	50,000	25,000	25,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	50,000	25,000	25,000
Use of Fund Balance			
Contingencies			
Total Sources	50,000	25,000	25,000

Narrative Explanation of Fiscal Impacts:

The County of Sonoma is self-insured for general liability and maintains an internal service fund with actuarially determined reserves to pay for the administration, defense, and payment of tort claims and litigation, and there are sufficient appropriations within the budget of this fund.

Staffing Impacts:			
Position Title (Payro	Monthly Salary Range (A - I Step)	Additions (number)	Deletions (number)

Narrative Explanation of Staffing Impacts (If Required):

Not Applicable

Attachments:

Proposed Fourth Amendment to Legal Services Agreement

Related Items “On File” with the Clerk of the Board:

First, Second, and Third Amendment to Legal Service Agreement. Original Legal Services Agreement.